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*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles
County residents through direct
services at DHS facilities and
through collaboration with
community and university
partners*



www.dhs.lacounty.gov

March 15, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EDUCATION AFFILIATION AGREEMENT WITH
DEPARTMENT OF VETERANS AFFAIRS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new Education Affiliation Agreement with the Department of Veterans Affairs to train Pharmacy Residents at the Department of Health Services.


IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Agreement with the Department of Veterans Affairs (VA), effective upon Board approval until termination by mutual consent of both parties, or by written notice of either party to the other six months in advance of the next training experience, for the provision of training of VA Pharmacy Residents from the VA San Diego Healthcare System, under the direct supervision of County pharmacists at the Department of Health Services (DHS) Pharmacy Administration (Pharmacy Administration), with no exchange of money between the parties.
2. Delegate authority to the Director, or his designee, to negotiate and execute additional education affiliation agreements with the VA, as needed, for the training of VA Residents in various medical fields and at various County

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#29 MARCH 15, 2011


SACHI A. HAMAI
EXECUTIVE OFFICER

facilities, upon review and approval of County Counsel and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director to execute an Agreement, substantially similar to Exhibit I, with the VA to allow the VA's San Diego Healthcare System Managed Care Pharmacy Residents to receive training provided by DHS Pharmacy Administration, under the direct supervision of DHS Pharmacy supervisors. The benefit to the County of having VA Pharmacy Residents train at DHS is that the Residents will provide professional level assistance in completing projects to enhance pharmacy operations, advance medication safety, and control pharmaceutical expenditures. During their training experience, the Residents will become familiar with the County environment which may provide opportunities to recruit quality candidates for employment that will strengthen the LA County team. The VA will benefit from having their Residents experience a unique and diverse patient population which is different than the VA population.

Approval of the second recommendation will allow DHS to enter into additional education affiliation agreements with the VA, similar to Exhibit I, as needed, for the training of VA Residents in various medical fields and at various County facilities.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost. Under the Agreement, there will be no monetary exchange between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care and professional services. The County has entered into other similar agreements with the VA involving the training of VA Residents in various fields and at various County facilities.

The VA Residents who will be trained by DHS Pharmacy Administration will be under the direct supervision and instruction of DHS Pharmacy Administration's Pharmacy supervisors. The VA Residents will adhere to all applicable County rules and regulations, and will be provided with the required information regarding the County's Risk Management Program.

The VA Residents assigned to DHS Pharmacy Administration will be prohibited from receiving any payment other than VA pay and allowances.

The Agreement does not include the usual County provisions because the VA requires the use of its federal Agreement format as a condition for rotating the VA Residents. The VA Agreement format has previously been approved by your Board for the rotation of Physician Residents at Rancho Los

Amigos National Rehabilitation Center, Olive View-UCLA Medical Center, and Harbor-UCLA Medical Center.

The VA Pharmacy Residents will have personal liability protection provided by the provisions of the Federal Employees Liability Reform and Tort Compensation Act. The liability provisions of the agreement have been approved by the County's Risk Management office.

County Counsel has approved the Agreement (Exhibit I) as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will benefit DHS by having VA Residents provide professional level assistance to DHS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:pps

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**EDUCATION AFFILIATION AGREEMENT BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND THE
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
HEALTH CARE SYSTEMS PHARMACY ADMINISTRATION**

Use when trainees in a VA-sponsored program receive training in a non-VA health care facility or agency

VA Desert Pacific Healthcare Network (VISN 22)

VA NETWORK

VA San Diego Healthcare System

VA MEDICAL CARE FACILITY (including city and state)

Managed Care Pharmacy

VA SPONSORED PROGRAM/DISCIPLINE AND DEGREE(S)

The County of Los Angeles Department of Health Services, Health Care Systems Pharmacy Administration
Los Angeles, California

NAME OF NON-VA HEALTHCARE FACILITY OR AGENCY (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA) establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the non-VA healthcare facility or agency for the academic purposes of enhanced patient care, education, and research. VA and the affiliated non-VA health care facility or agency have a shared responsibility for the academic enterprise. It is mutually agreed that clinical or practical experience or trainees in the specified VA sponsored educational program be provided at the non-VA health care facility or agency. Through this agreement, a partnership is created to enable enhanced patient care, education, and research. Additional responsibilities are delineated below.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education in the VA sponsored program rests with VA. Ultimate responsibility for the control and operation of non-VA health care facilities or programs rests with the non-VA health care facility or agency.

The non-VA health care facility or agency and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Place a checkmark in the box that appropriately defines personal liability for participants in this VA sponsored educational program:

 X Trainees of the VA sponsored educational program, and the VA-employed faculty members who accompany them on their VA duty time, when at the non-VA health care facility or agency will have personal liability protection provided by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d) if all the following apply:

- (1) the trainees and faculty members are providing professional services covered by this agreement;
- (2) the non-VA facility is not providing them with compensation for these professional services; and
- (3) the non-VA facility has declined to provide them with coverage under its insurance.

 Trainees of the VA sponsored educational program, when at the non-VA health care facility or agency, and furnishing professional services covered by this agreement, will have personal liability protection provided by the non-VA health care facility or agency.

RESPONSIBILITIES

1. The affiliated non-VA health care facility or agency has the following responsibilities:

- A. Operate and manage the non-VA health care facility or agency and maintain accreditation by The Joint Commission (TJC) and other accrediting entities as appropriate.
- B. Participate with the VA in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Assure that staff with appropriate credentials will supervise trainees while at the non-VA health care facility or agency.
- D. Establish with VA, the minimal qualifications for trainees in the VA sponsored program that will rotate to the non-VA health care facility or agency.
- E. Orient trainees and faculty to the non-VA health care facility or agency and inform them that they are subject to the rules and regulations of the non-VA health care facility or agency while in those facilities.
- F. Evaluate the trainee's performance and conduct in mutual consultation with VA faculty and according to the guidelines outlined in the approved curriculum and accepted standards.
- G. Review and sign appropriate educational program letters of agreement prepared by VA.
- H. Dismiss any trainee from non-VA health care facility or agency assignment for unsatisfactory educational performance, noncompliance with the policies and procedures of the non-VA health care facility or agency, or for cause.

2. VA has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

- B. Participate with the non-VA health care facility or agency in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Operate and manage the VA facility and maintain accreditation by The Joint Commission (TJC) and other accrediting entities.
- D. Assure that staff with appropriate credentials will supervise trainees.
- E. Appoint qualified health care professionals to VA from the non-VA health care facility or agency as appropriate, as faculty in the VA sponsored educational program.
- F. Establish minimal qualifications for trainees in VA sponsored educational programs.
- G. Consult with faculty from the non-VA health care facility or agency on issues of trainee noncompliance with the policies and procedures on the non-VA health care facility or agency, and take appropriate action.
- H. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- I. Develop educational program letters of agreement for each non-VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical areas of assignment.
- J. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- K. Appoint VA and appropriate non-VA health care facility or agency faculty to the VA Partnership Council and its subcommittees. Non-VA health care facility or agency faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURE PAGE

*Signature of Dean or Equivalent Responsible Official for the
Educational Institution or Program*

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Responsible VA Official for Educational Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

Elaine M. Muchmore, M.D.

Typed name of Individual Signing Above

VASDHS Associate Chief of Staff, Education

Typed Title of Individual Signing Above

*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

Date of Signature

Stan Johnson, FACHE

Typed Name of Individual Signing Above

VASDHS Director

Typed Title of Individual Signing Above

*Signature of VISN Director or Designee for Department of Veterans
Affairs*

Date of Signature

Ronald B. Norby

Typed Name of Individual Signing Above

VISN 22, Network Director

Typed Title of Individual Signing Above